



Invoice

Remit To:

Diversified Computer Solutions, Inc.
1370 Browning Road
Suite 130
Columbia, SC 29210
(803)419-3501

Page: Page 5 of 5

Number: 0000008001
Date: 6/30/2007

Reference No: 0000000696
Customer:: 8705

Sold To

Orangeburg School District 3
Attention: C. Renee Sanders
Post Office Box 98
Holly Hill, SC 29059 USA

Ship To

Orangeburg School District 3
Attention: C. Renee Sanders
Post Office Box 98
Holly Hill, SC 29059 USA

Contract No.**Project Manager****Terms**

Julie So

Net 30

Description	Date	Quantity	Amount
Mark Brice Columbia Half Bill Travel	6/26/2007	2.50	105.00
Donald Kidwell Columbia Level 3 Engineer	6/27/2007	1.50	141.00
Eric Breckenridge Columbia Level 3 Engineer	6/27/2007	5.75	540.50
Eric Breckenridge Columbia Half Bill Travel	6/27/2007	2.50	117.50
Eric Breckenridge Columbia Level 3 Engineer	6/28/2007	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	6/28/2007	2.50	117.50

OBG3 Y9 Mx 6/16-6/30 FRN#1486215 Dist=\$1649.14

Contact: DAPHNE WALLEY

Subtotal 8,551.24

Freight 0.00

Sales Tax 0.00

Trade Discount 0.00

Retention 0.00

Balance 8,551.24



Invoice

Remit To:

Diversified Computer Solutions, Inc.
1370 Browning Road
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(803)419-3501

Page: Page 4 of 4

Number: 0000006948
Date: 11/30/2006

Reference No: 0000000696
Customer:: 8705

Sold To	Ship To
Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
MILE WITHIN Columbia Contract Billable Mileage	11/29/2006	1.00	14.80
MILE TO Columbia Contract Billable Mileage	11/30/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	11/30/2006	1.00	19.36
Eric Breckenridge Columbia Level 3 Engineer	11/22/2006	2.50	235.00
Eric Breckenridge Columbia Half Bill Travel	11/22/2006	2.50	117.50
Eric Breckenridge Columbia Level 3 Engineer	11/29/2006	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	11/29/2006	2.50	117.50

OBG3 Y9 Mx 11/16-11/30 FRN#1486215 Dist10%=\$582.69

Contact: DAPHNE WALLEY

Subtotal 5,826.92

Freight 0.00

Sales Tax 0.00

Trade Discount 0.00

Retention 0.00

Balance 5,826.92



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Diversified Computer Solutions, Inc.
1370 Browning Road
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Page: Page 1 of 7

Number: 0000007022
Date: 12/31/2006

Reference No: 0000000696
Customer:: 8705

Sold To	Ship To
Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
MILE TO Columbia Contract Billable Mileage	12/1/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/1/2006	1.00	19.36
MILE TO Columbia Contract Billable Mileage	12/4/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/4/2006	1.00	9.24
MILE TO Columbia Contract Billable Mileage	12/5/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/5/2006	1.00	5.72
MILE TO Columbia Contract Billable Mileage	12/6/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/6/2006	1.00	6.16
MILE TO Columbia Contract Billable Mileage	12/7/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/7/2006	1.00	11.88

OBG3 Y9 Mx 12/1-12/31 FRN#1486215 Dist 10%=\$925.25

Contact: DAPHNE WALLEY

Subtotal *****

Freight *****

Sales Tax *****

Trade Discount *****

Retention *****

Balance *****



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Page: Page 2 of 7

Number: 0000007022
Date: 12/31/2006

Reference No: 0000000696
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Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
MILE TO Columbia Contract Billable Mileage	12/8/2006	1.00	66.00
MILE TO Columbia Contract Billable Mileage	12/11/2006	1.00	66.00
MILE TO Columbia Contract Billable Mileage	12/12/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/12/2006	1.00	7.92
MILE TO Columbia Contract Billable Mileage	12/13/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/13/2006	1.00	7.92
MILE TO Columbia Contract Billable Mileage	12/14/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/14/2006	1.00	7.92
Eric Breckenridge Columbia Level 3 Engineer	12/1/2006	4.00	376.00
Eric Breckenridge Columbia Half Bill Travel	12/1/2006	2.50	117.50

OBG3 Y9 Mx 12/1-12/31 FRN#1486215 Dist 10%=\$925.25

Contact: DAPHNE WALLEY

Subtotal *****

Freight *****

Sales Tax *****

Trade Discount *****

Retention *****

Balance *****



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Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
Donald Kidwell Columbia Level 3 Engineer	12/4/2006	1.00	94.00
Eric Breckenridge Columbia Level 3 Engineer	12/4/2006	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	12/4/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/5/2006	1.00	94.00
Mark Brice Columbia Level 2 Engineer	12/5/2006	3.00	252.00
Mark Brice Columbia Half Bill Travel	12/5/2006	2.50	105.00
Donald Kidwell Columbia Level 3 Engineer	12/6/2006	1.00	94.00
Eric Breckenridge Columbia Level 3 Engineer	12/6/2006	3.00	282.00
Eric Breckenridge Columbia Half Bill Travel	12/6/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/8/2006	1.50	141.00

OBG3 Y9 Mx 12/1-12/31 FRN#1486215 Dist 10%=\$925.25

Contact: DAPHNE WALLEY

Subtotal	*****
Freight	*****
Sales Tax	*****
Trade Discount	*****
Retention	*****
Balance	*****



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Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
Eric Breckenridge Columbia Level 3 Engineer	12/8/2006	4.00	376.00
Eric Breckenridge Columbia Half Bill Travel	12/8/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/11/2006	1.25	117.50
Eric Breckenridge Columbia Level 3 Engineer	12/11/2006	4.00	376.00
Eric Breckenridge Columbia Half Bill Travel	12/11/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/12/2006	0.75	70.50
Eric Breckenridge Columbia Level 3 Engineer	12/12/2006	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	12/12/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/7/2006	1.50	141.00
Eric Breckenridge Columbia Level 3 Engineer	12/7/2006	3.00	282.00

OBG3 Y9 Mx 12/1-12/31 FRN#1486215 Dist 10%=\$925.25

Contact: DAPHNE WALLEY

Subtotal	*****
Freight	*****
Sales Tax	*****
Trade Discount	*****
Retention	*****
Balance	*****



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Number: 0000007022
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Reference No: 0000000696
Customer:: 8705

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Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
Eric Breckenridge Columbia Half Bill Travel	12/7/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/13/2006	1.25	117.50
Eric Breckenridge Columbia Level 3 Engineer	12/13/2006	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	12/13/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/14/2006	0.50	47.00
Eric Breckenridge Columbia Level 3 Engineer	12/14/2006	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	12/14/2006	2.50	117.50
MILE TO Columbia Contract Billable Mileage	12/18/2006	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	12/18/2006	1.00	14.96
MILE TO Columbia Contract Billable Mileage	12/19/2006	1.00	66.00

OBG3 Y9 Mx 12/1-12/31 FRN#1486215 Dist 10%=\$925.25

Contact: DAPHNE WALLEY

Subtotal	*****
Freight	*****
Sales Tax	*****
Trade Discount	*****
Retention	*****
Balance	*****



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Diversified Computer Solutions, Inc.
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Number: 0000007022
Date: 12/31/2006

Reference No: 0000000696
Customer:: 8705

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Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
MILE WITHIN Columbia Contract Billable Mileage	12/19/2006	1.00	7.92
MILE TO Columbia Contract Billable Mileage	12/21/2006	1.00	66.00
MILE TO Columbia Half Bill Travel	12/28/2006	1.00	66.00
Donald Kidwell Columbia Level 3 Engineer	12/18/2006	1.25	117.50
Eric Breckenridge Columbia Level 3 Engineer	12/18/2006	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	12/18/2006	2.50	117.50
Eric Breckenridge Columbia Level 3 Engineer	12/19/2006	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	12/19/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/20/2006	1.00	94.00
Eric Breckenridge Columbia Level 3 Engineer	12/21/2006	4.00	376.00

OBG3 Y9 Mx 12/1-12/31 FRN#1486215 Dist 10%=\$925.25

Contact: DAPHNE WALLEY

Subtotal	*****
Freight	*****
Sales Tax	*****
Trade Discount	*****
Retention	*****
Balance	*****



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Number: 0000007022
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Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
Eric Breckenridge Columbia Half Bill Travel	12/21/2006	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	12/26/2006	1.25	117.50
Donald Kidwell Columbia Level 3 Engineer	12/28/2006	1.00	94.00
Eric Breckenridge Columbia Level 3 Engineer	12/28/2006	2.50	235.00

OBG3 Y9 Mx 12/1-12/31 FRN#1486215 Dist 10%=\$925.25

Contact: DAPHNE WALLEY

Subtotal	9,252.50
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Retention	0.00
Balance	9,252.50



Invoice

Remit To:

Diversified Computer Solutions, Inc.
1370 Browning Road
Suite 130
Columbia, SC 29210
(803)419-3501

Page: Page 1 of 5

Number: 0000007108
Date: 1/15/2007

Reference No: 0000000696
Customer:: 8705

Sold To	Ship To
Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
Eric Breckenridge Columbia Level 3 Engineer	1/2/2007	4.50	423.00
Donald Kidwell Columbia Level 3 Engineer	1/3/2007	1.00	94.00
Eric Breckenridge Columbia Level 3 Engineer	1/3/2007	1.50	141.00
Donald Kidwell Columbia Level 3 Engineer	1/4/2007	2.00	188.00
Mark Brice Columbia Half Bill Travel	1/4/2007	2.50	105.00
Mark Brice Columbia Half Bill Travel	1/5/2007	2.50	105.00
Donald Kidwell Columbia Level 3 Engineer	1/8/2007	2.00	188.00
Eric Breckenridge Columbia Level 3 Engineer	1/8/2007	5.00	470.00



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Page: Page 2 of 5

Number: 0000007108
Date: 1/15/2007

Reference No: 0000000696
Customer:: 8705

Sold To	Ship To
Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
Mark Brice Columbia Half Bill Travel	1/8/2007	2.50	105.00
Donald Kidwell Columbia Level 3 Engineer	1/9/2007	2.00	188.00
Eric Breckenridge Columbia Level 3 Engineer	1/9/2007	4.75	446.50
Eric Breckenridge Columbia Half Bill Travel	1/9/2007	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	1/10/2007	2.50	235.00
Eric Breckenridge Columbia Level 3 Engineer	1/10/2007	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	1/10/2007	2.50	117.50
Donald Kidwell Columbia Level 3 Engineer	1/11/2007	1.00	94.00
Mark Brice Columbia Level 2 Engineer	1/11/2007	7.00	588.00
Mark Brice Columbia Half Bill Travel	1/11/2007	2.50	105.00

OBG3 Y9 Mx 1/1-1/15 FRN#1486215 Dist 10%=\$673.54

Contact: DAPHNE WALLEY

Subtotal	*****
Freight	*****
Sales Tax	*****
Trade Discount	*****
Retention	*****
Balance	*****



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Number: 0000007108
Date: 1/15/2007

Reference No: 0000000696
Customer: 8705

Sold To	Ship To
Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
Donald Kidwell Columbia Level 3 Engineer	1/12/2007	1.00	94.00
Eric Breckenridge Columbia Level 3 Engineer	1/12/2007	4.00	376.00
Eric Breckenridge Columbia Half Bill Travel	1/12/2007	2.50	117.50
MILE TO Columbia Contract Billable Mileage	1/4/2007	1.00	66.00
MILE TO Columbia Contract Billable Mileage	1/5/2007	1.00	66.00
MILE TO Columbia Contract Billable Mileage	1/8/2007	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	1/8/2007	1.00	10.56
MILE TO Columbia Contract Billable Mileage	1/8/2007	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	1/8/2007	1.00	13.64
MILE TO Columbia Contract Billable Mileage	1/9/2007	1.00	66.00

OBG3 Y9 Mx 1/1-1/15 FRN#1486215 Dist 10%=\$673.54

Contact: DAPHNE WALLEY

Subtotal	*****
Freight	*****
Sales Tax	*****
Trade Discount	*****
Retention	*****
Balance	*****



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Number: 0000007108
Date: 1/15/2007

Reference No: 0000000696
Customer:: 8705

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Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA	Orangeburg School District 3 Attention: C. Renee Sanders Post Office Box 98 Holly Hill, SC 29059 USA

Contract No.	Project Manager	Terms
	Julie So	Net 30

Description	Date	Quantity	Amount
MILE WITHIN Columbia Contract Billable Mileage	1/9/2007	1.00	19.36
MILE TO Columbia Contract Billable Mileage	1/10/2007	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	1/10/2007	1.00	13.20
MILE TO Columbia Contract Billable Mileage	1/11/2007	1.00	66.00
MILE TO Columbia Contract Billable Mileage	1/12/2007	1.00	66.00
MILE WITHIN Columbia Contract Billable Mileage	1/12/2007	1.00	13.64
MILE TO Columbia Contract Billable Mileage	1/15/2007	1.00	66.00
Donald Kidwell Columbia Level 3 Engineer	1/15/2007	1.00	94.00
Eric Breckenridge Columbia Level 3 Engineer	1/15/2007	5.00	470.00
Eric Breckenridge Columbia Half Bill Travel	1/15/2007	2.50	117.50

OBG3 Y9 Mx 1/1-1/15 FRN#1486215 Dist 10%=\$673.54

Contact: DAPHNE WALLEY

Subtotal *****

Freight *****

Sales Tax *****

Trade Discount *****

Retention *****

Balance *****

VII. Terms and Conditions

Terms and Conditions proposed are included below in a sample services agreement and DCS understands that final terms and conditions will be negotiated prior to contract award.

THIS NETWORK MAINTENANCE SERVICES AGREEMENT ("Agreement") is made on February 14, 2006 by and between Orangeburg County Consolidated School District 3 ("The District"), with offices at 1654 Camden Rd, Holly Hill, SC 29059, and Diversified Computer Solutions, Inc. ("DCS"), with offices at 1370 Browning Road, Suite 130A, Columbia, South Carolina 29210.

In consideration of the mutual promises contained herein, The District engages DCS to perform the work described below and DCS accepts such engagement, under the following terms and conditions.

1. **TERM.** This agreement will commence on July 1, 2006, and continue through June 30, 2007, unless terminated earlier, or extended, as provided herein.
2. **SCOPE OF WORK.** The objective of this Agreement is to provide The District with networked computer systems maintenance and on-site technical support in order to ensure efficient systems operation as nearly 100% of the time as is possible, and at a manageable cost. During the term of this agreement, DCS will perform these support services for the networked systems at The District both on-site and remotely from other locations, as requested by The District. All of the parts, components, and services provided to The District under the terms of this Agreement are billable if authorized by The District and will include, but not be limited to, on-site technical support including replacement, installation, upgrade and maintenance of the following:
 - a. Wireless LAN antennas; tape backup systems for server; battery backup for eligible components; wireless LAN broadband amplifiers; cabinets containing eligible equipment; channel service unit; data service unit; client access licenses for a network operating system; conduit and raceway for eligible cabling; connectors; eligible servers; eligible services installation documentation; edge devices; network interface card for eligible components; hubs; switches; media converters; monitors for eligible servers; router and router operating system used for eligible purposes; firewall service ; e-mail server software; system improvements and upgrades to eligible services; transceivers; eligible internal wiring; eligible wireless LAN components; professional services to include design and engineering costs coincident with the installation of eligible equipment or services, installation of eligible services, maintenance for eligible services or products, project management costs associated with the overall management of the installation and initial operation of eligible products and services, basic instruction on the use of eligible equipment, coincident with and directly associated with the installation of such equipment; configuration of eligible hardware and software, shipping charges for the delivery of eligible products or services; sales taxes for eligible products; costs of travel to and from a work site for eligible services.
 - b. DCS will keep records segregated as to Non-E-rate eligible services and E-rate eligible services and will bill separately for these two distinctly different types of service. This Agreement is contingent upon The District receiving a funding commitment letter from The Schools and Libraries Division (SLD). The District may require DCS to begin work prior to notification from the SLD or to begin work after notification from the SLD. In either case, The District is responsible for all costs

Terms and Conditions (continued)

- c. associated for any and all work performed by DCS resulting from this Agreement. The District is also responsible for ensuring the accuracy of all information sent to the SLD.
 - d. In urgent situations, DCS will respond to The District within 4 business hours of telephone notification of a system shutdown condition. Urgent situations are herein defined as (1) file server down, (2) Wide Area Network down and (3) Local Area Network down.
 - e. DCS will provide staff, on-site and remotely, to provide administration, configuration and installation services for The District's computer systems and network components including software.
 - f. DCS will provide management advisory services including, but not limited to, planning and design, project management and scheduling, and procurement planning and management.
3. STATUS OF PARTIES. DCS is an independent contractor and not an employee, agent, or partner of or a joint venture with The District.
4. SUBCONTRACTING OR ASSIGNMENT. DCS will not subcontract or assign the work undertaken or any of its obligations or rights under this agreement without The District's prior written consent.
5. COMPENSATION
- a. **Level 3 Support.** The District will pay DCS a fee equal to \$94 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
 - b. **Level 2 Support.** The District will pay DCS a fee equal to \$84 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
 - c. **Level 1 Support.** The District will pay DCS a fee equal to \$65 per hour of work provided by DCS personnel during the term of this agreement, provided the work is authorized by The District.
 - d. If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto.
 - e. The District will pay DCS for travel time each way at half the hourly rate, and the then current IRS Standard Mileage rate per mile each way for the trips to the District site, provided the District has authorized the work in advance.

Terms and Conditions (continued)

- f. The District will pay DCS an additional fee of time and a half for each of those hours of work that is for services, and/or associated travel time, requested by the District to be performed outside of normal working hours.
 - g. All maintenance fix or replace components provided by DCS will be priced at DCS's cost plus eight percent (8.0%) plus freight (if any) and Retail Sales Tax.
 - h. For equipment repairs and other services provided outside of The District's location, the hourly rate would be the same as defined in the sections above. The warranty on system components is provided by the manufacturer, and not by DCS. In case of a component failure, then DCS will assist The District in claiming fulfillment of the warranty by the manufacturer. DCS will bill The District's account for time and parts used, and credit The District's account for dollars and replacement parts received from the manufacturer.
 - i. The parties agree to jointly review the Agreement during the 30 days prior to each anniversary date. Renewals (up to five years) may be negotiated and executed by agreement and acceptance of both parties hereto.
6. **INVOICING AND PAYMENT.** DCS will invoice The District twice a month. Invoices will itemize the hours billed per person and the expenses incurred. Invoices will be accompanied by such back-up documentation as The District may reasonably require. The District is to remit the total amount of the invoice less the expected SLD discount. DCS will invoice the SLD for eligible services, and will wait up to 3 months (90 days) for disbursement of funds. If payment is not made within 3 months, or payment is denied by the SLD, The District is ultimately responsible for repayment. The District will pay all properly submitted invoices within 30 days of the invoice date.
7. **CONFIDENTIALITY.** DCS acknowledges and agrees that all information (whether verbal or written) about The District and The District's business disclosed to DCS by The District or learned by DCS during the performance of the work hereunder is "Confidential Information." Such Confidential Information is The District's sole property and this Agreement does not give DCS title or any rights to or any interest in the same. DCS agrees that it will disclose the Confidential Information only to those of its employees who have a need to know it for purposes of performing this Agreement and who have agreed to hold it in confidence as provided herein; will take such steps as are necessary to prevent any unauthorized disclosure of the Confidential Information; will not produce, sell, offer for sale or otherwise commercially exploit or make any use whatsoever of the Confidential Information (except to perform this Agreement) without The District's prior written consent; and will promptly deliver the Confidential Information and all copies thereof to The District at any time upon The District's written request. The foregoing confidentiality obligations do not extend to any information which was known to DCS and in its possession prior to commencing work hereunder (as evidenced by DCS's prior written records); is proven to have been in the public domain at the time of disclosure by The District; is proven to have been rightfully obtained hereafter from a third party which had no obligation of confidentiality to The District with respect thereto; or is required to be produced by governmental laws or regulations or judicial orders, provided that DCS notifies The District promptly in writing that such production has been requested and takes all reasonable steps to protect any information produced from public disclosure.

Terms and Conditions (continued)

8. **DCS'S WARRANTIES.** DCS warrants that it has special expertise in the design, configuration, installation, maintenance and management of networked information systems and that it will perform the work hereby undertaken with its best efforts, in accordance with customary and generally accepted professional standards and practices, and in compliance with all applicable federal, state and local laws, regulations and orders.
9. **CONTACTS.** The District's contact person(s) for this work will be Deborah Wimberly and DCS's Contracting Officer will be Toni Kelly. These persons will be responsible for all communications, decisions and approvals in connection with the work.
10. **INSURANCE.** During the term of this agreement, DCS will maintain, at its own expense, the following insurance coverage, as evidenced by insurance certificates provided to The District on request: statutory worker's compensation and employer's liability; comprehensive general public liability in the amount of \$1 million bodily injury/property damage per occurrence; and automotive liability in the amount of \$1 million bodily injury/property damage per occurrence.
11. **FORCE MAJEURE.** DCS will not be liable for any delays in performance hereunder due to events beyond its reasonable control (including, without limitation, acts of God, fire, flood, acts of war, acts of sovereign governments, and labor disputes) provided that it gives prompt notice of the nature and extent of the delay to The District, and further provided, that if such event continues for a period of more than 5 days, The District may terminate this Agreement upon written notice to DCS, without further obligation to DCS hereunder.
12. **TERMINATION.** If either party breaches any warranty hereunder or any provision of this Agreement, the other party may terminate this Agreement upon written notice, without further obligation hereunder, and/or may pursue any remedies available to it hereunder or at law or equity.
13. **OTHER TERMINATION.** This Agreement may be terminated by either party upon sixty (60) days written notice to the parties at their respective addresses as stated above. The District agrees to pay all sums owed through the date of termination and DCS agrees to furnish all service through the date of termination. All other provisions of the Agreement not in conflict with this provision shall remain in full force and effect.
14. **NOTICES.** Except as provided in Section 2 (regarding notification of a request for service and confirmation of the dispatch of services), all notices and required communications hereunder will be in writing and will be deemed given when delivered to the designated contact persons in person or 3 days after deposit in the United States mail, postage prepaid, addressed to the addresses first stated above or such other addresses as they have designated.
15. **ENTIRE AGREEMENT, AMENDMENTS.** This Agreement contains the entire agreement between the parties and supersedes any prior agreements (whether verbal or written) between them concerning the matters covered. In the event of a conflict between this Agreement and any District purchase order or any other document or form of the parties, this Agreement will supersede and govern. This Agreement may not be amended or modified except by a written amendment executed by both parties.
16. **WAIVER.** The failure of either party at any time to exercise any of its rights under the Agreement will not be deemed to be a waiver of such rights and will not in any way

Terms and Conditions (continued)

17. prevent such party from subsequently asserting or exercising such rights or any other rights hereunder.
18. GOVERNING LAW. This Agreement will be governed, construed and enforced in accordance with the laws of the State of South Carolina, without recourse to the conflicts of laws provisions thereof.
19. SEVERABILITY. If any provision of the Agreement is or becomes invalid, in whole or part, under any applicable law or regulation, it will be deemed stricken and the rest of the Agreement will remain in full forces and effect.
20. PARTIES. This Agreement is binding on The District and DCS and their respective directors, officers, employees, agents, successors and any duly authorized assigns.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement in duplicate as of the date first written above.

Orangeburg County Consolidated
School District 3

By: [Signature]

Name: David Longshore, Jr.

Title: Superintendent

Date: February 16, 2006

DIVERSIFIED COMPUTER
SOLUTIONS, INC.

By: [Signature]

Name: Donald Kidwell

Title: Vice President, Operations

Date: 2/16/06

Request for Proposals

**Orangeburg County Consolidated
School District Three
Erate Year 2006-07**

GENERAL INFORMATION

Purpose:

Orangeburg County Consolidated School District Three is seeking participants to bid on erate eligible telecommunications services for all eligible sites.

Proposal Format:

Proposals must be submitted in the format outlined in this document. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. Proposals not containing the information requested will not be considered. Respondents shall use the prescribed format to clearly indicate their experience and qualification, describe their technical approach to the district project, and fully describe their proposal. Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred. Provide one (1) electronic copy and three (3) hard copies of your response. Each response will be reviewed to determine if it is complete prior to actual evaluation. Clearly indicate any section of your proposal that is privileged or proprietary information. Failure to make such indication(s) allows Orangeburg County Consolidated School District Three freedom to release respondents' proposal to the public. Orangeburg County Consolidated School District Three reserves the right to release any information if it is legally required to do so.

PROPOSAL(S) MUST BE RECEIVED BY 12:00 PM February 15, 2006

MAIL TO:

Daphne Walley
Orangeburg County Consolidated School District Three
1654 Camden Road
Holly Hill, South Carolina 29059

EMAIL TO:

erate@obg3.k12.sc.us

NO FAXED PROPOSALS WILL BE ACCEPTED!

Contract Responsibility:

The selected contractor will be required to assume total responsibility for all services offered in this proposal. The selected contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters. The contractor shall submit periodic progress reports. The contractor must agree to participate in all stages of the e-rate process.

Taxes, Fees, Code Compliance, Licensing:

The contractor shall be responsible for payment of any required taxes or fees associated with the contract. These taxes and/or fees will be clearly noted within the proposal. The contractor shall be responsible for compliance with all applicable codes and statutes and permitting requirements. All engineering, design-installation and construction work shall be done by contractors licensed in the State of South Carolina.